

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000300326
Voiance Language Services LLC
5780 N Swan Rd
Tucson AZ 85718
United States

Contract ID 0000000000000000000018934		Page 1 of 6
Contract Dates 01/13/2011 to 08/30/2015		Origin CPS
Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:(866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WRITTEN AND TELEPHONIC TRANSLATION SERVICES	EA	0.01000	0.00	175,000.00

CONTRACT NUMBER: EFFECTIVE JANUARY 13, 2011 CONTRACT NUMBER 000000000000000000017646 WILL BE REPLACED BY CONTRACT NUMBER 0000000000000000000018934. THIS NEW CONTRACT # 0000000000000000000018934 INCORPORATES ALL OF THE TERMS AND CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING THIS CONTRACT.

THIS CONTRACT TRANSFER WAS REQUIRED DUE TO THE SALE OF LANGUAGE LEARNING ENTERPRISE TO CYRACOM INTERNATIONAL. LLE OPERATED AS A SUBSIDIARY OF CYRACOM UNTIL NOW AND THE SERVICES HAVE TRANSITIONED TO ITS SISTER COMPANY VOIANCE.

STANDARD CONTRACT FOR SERVICES

1. PARTIES. THIS IS A CONTRACT FOR SERVICES BETWEEN THE STATE OF VERMONT, (HEREAFTER CALLED "STATE"), AND VOIANCE LANGUAGE LEARNING SERVICES, WITH ITS PRINCIPAL PLACE OF BUSINESS IN TUCSON, AZ (HEREAFTER CALLED "CONTRACTOR"). CONTRACTOR'S FORM OF BUSINESS ORGANIZATION IS A CORPORATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VERMONT DEPARTMENT OF TAXES TO DETERMINE IF, BY LAW, THE CONTRACTOR IS REQUIRED TO HAVE A VERMONT DEPARTMENT OF TAXES BUSINESS ACCOUNT NUMBER.

2. SUBJECT MATTER. THE SUBJECT MATTER OF THIS CONTRACT IS SERVICES GENERALLY ON THE SUBJECT OF WRITTEN AND TELEPHONIC TRANSLATION SERVICES. DETAILED SERVICES TO BE PROVIDED BY THE CONTRACTOR ARE DESCRIBED IN ATTACHMENT A. CONTACT THE VOIANCE CUSTOMER SERVICE REP FOR SUPPORT OR ASSISTANCE IN THE USE OF THIS CONTRACT - MR. CHRIS LIEBNER, 520-232-1857 PHONE, CLIEBNER@CYRACOM.COM

3. MAXIMUM AMOUNT. IN CONSIDERATION OF THE SERVICES TO BE PERFORMED BY CONTRACTOR, THE STATE AGREES TO PAY CONTRACTOR, IN ACCORDANCE WITH THE PAYMENT PROVISIONS SPECIFIED IN ATTACHMENT B, A SUM NOT TO EXCEED \$50,000.00.

4. CONTRACT TERM. THE PERIOD OF CONTRACTOR'S PERFORMANCE SHALL BEGIN ON JAN 13, 2011 AND END ON JUNE 30, 2012 WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

5. PRIOR APPROVALS. IF APPROVAL BY THE ATTORNEY GENERAL'S OFFICE OR THE SECRETARY OF ADMINISTRATION IS REQUIRED, (UNDER CURRENT LAW, BULLETINS, AND INTERPRETATIONS), NEITHER THIS CONTRACT NOR ANY AMENDMENT TO IT IS BINDING UNTIL IT HAS BEEN APPROVED BY EITHER OR BOTH SUCH PERSONS.

- APPROVAL BY THE ATTORNEY GENERAL'S OFFICE IS REQUIRED.
- APPROVAL BY THE SECRETARY OF ADMINISTRATION IS NOT REQUIRED.
- APPROVAL BY THE CIO/COMMISSIONER DII IS NOT REQUIRED.

6. AMENDMENT. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES; NO CHANGES, MODIFICATIONS, OR AMENDMENTS IN THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE EFFECTIVE UNLESS REDUCED TO WRITING, NUMBERED AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE OF THE STATE AND CONTRACTOR.

7. CANCELLATION. THIS CONTRACT MAY BE CANCELED BY EITHER PARTY BY GIVING WRITTEN NOTICE AT LEAST 30 DAYS IN ADVANCE.

8. ATTACHMENTS. THIS CONTRACT CONSISTS OF 20 PAGES INCLUDING THE FOLLOWING ATTACHMENTS WHICH ARE INCORPORATED HEREIN:

- ATTACHMENT A - SPECIFICATIONS OF WORK TO BE PERFORMED
- ATTACHMENT B - PAYMENT PROVISIONS - INCLUDING VOIANCE DOCUMENT TRANSLATION PRICE FOR THE STATE OF VERMONT AND DOCUMENT TRANSLATION LANGUAGE GROUPS
- ATTACHMENT C - STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS - A PREPRINTED FORM (REVISION DATE 01/08/09)
- ATTACHMENT E - BUSINESS ASSOCIATE AGREEMENT (HIPAA)
- ATTACHMENT F - AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

9. ORDER OF PRECEDENCE. ANY AMBIGUITY, CONFLICT OR INCONSISTENCY IN THE CONTRACT DOCUMENTS SHALL BE RESOLVED ACCORDING TO THE FOLLOWING ORDER OF PRECEDENCE:

- (1) STANDARD CONTRACT
- (2) ATTACHMENT C (STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS)
- (3) ATTACHMENT A
- (4) LIST OTHER ATTACHMENTS IN ORDER OF PRECEDENCE

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Contract ID 0000000000000000000018934		Page 2 of 6
Contract Dates 01/13/2011 to 08/30/2015		Origin CPS
Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #: (866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
	(5)	ATTACHMENT B				
	(6)	ATTACHMENT E				
	(7)	ATTACHMENT F				

CONTRACT TERMS AND ADDITIONAL INFORMATION

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

***** AMENDMENT #1 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #: 1

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be unchanged from \$50,000.00.
2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is changed from 06/30/2012 to 06/30/2013.
3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amended.
4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amended.
5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

***** AMENDMENT #2 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #: 2 Issued May 21, 2013

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the

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Contract Dates 01/13/2011 to 08/30/2015		Origin CPS
Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #: (866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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maximum amount appear in said contract shall be unchanged from \$50,000.00.

2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is changed from 06/30/2013 to 06/30/2014.

3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.

4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.

5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 11/07/2012 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

***** AMENDMENT #3 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #: 3 Issued November 05, 2013

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be increased to \$80,000.00.

2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is unchanged from 06/30/2014.

3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.

4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.

5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 11/07/2012 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

***** AMENDMENT #4 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #: 4 Issued February 07, 2014

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Contract ID 0000000000000000000018934		Page 4 of 6
Contract Dates 01/13/2011 to 08/30/2015		Origin CPS
Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:(866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be increased to \$120,000.00.
2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is unchanged from 06/30/2014.
3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.
4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.
5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.
6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 11/07/2012 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

***** AMENDMENT #5 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #: 5 Issued May 27, 2014

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be increased to \$135,000.00.
2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is changed from 06/30/2014 TO 10/31/2014.
3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.
4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.
5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.
6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 11/07/2012 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

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Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #: (866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JANET OVERSTREET
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
janet.overstreet@state.vt.us

***** AMENDMENT #6 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #6 Issued October 20, 2014.

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be increased to \$160,000.00.
2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is changed from 10/31/2014 TO 04/30/2015.
3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.
4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.
5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.
6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 09/02/2014 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

***** AMENDMENT #7 *****

CONTRACTOR: Voiance Language Services LLC

CONTRACT #: 18934

AMENDMENT #7 Issued April 08, 2015.

Contract #18934, entered into by the Department of Buildings and General Services, on behalf of the State of Vermont, and by Voiance Language Services LLC is amended as follows:

1. Maximum Amount. The maximum amount payable under Contract # 18934, wherever such references to the maximum amount appear in said contract shall be increased to \$175,000.00.
2. Contract Term. The end date of Contract #18934 wherever such references appear in said contract and its attachments, is changed from 04/30/2015 TO 08/30/2015.
3. Attachment A, Scope of Work. The scope of work of Contract # 18934 is unchanged by this amendment.
4. Attachment B, Payment Provisions. The payment provisions of Contract # 18934 are unchanged by this amendment.

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Description: CPS - TRANSLATION SERVICES		Contract Maximum \$175,000.00
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:(866) 742-9080 ext 1857

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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5. Taxes Due to the State. Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

6. Attachment C: Attachment C Standard State Contract Provisions for contracts and grants dated 03/01/2015 see attached, which supersedes all prior versions of attachment C

All other terms and conditions of Contract #18934 not hereby amended shall remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____